



MEMORANDUM

GOE

AGENDA ITEM NO. 2 (EE)

107.07-17A MIAMI-DADE/GSA-MAT. MGT.

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: September 16, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Ratification of County
Manager's Action Executing
the Agreement with South
Florida Water Management
District

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution ratifying the County Manager's action executing an agreement with the South Florida Water Management District (District) for the construction of a monitoring well in the Pennsuco Wetlands, a site owned by the District, located at theoretical N.W. 74th Street and N.W. 157th Avenue.

BACKGROUND

The District requires Miami-Dade County to construct a monitoring well in the Pennsuco Wetlands as part of the District's requirement under consumptive use Permit Number 13-00037-W. The well will be used for observation and recording of possible changes in groundwater levels that may occur as a result of the operation of the County's Northwest Wellfield.

The District is currently installing similar monitoring wells in wetlands throughout South Florida. Having both the expertise and contractors in place to accomplish these well installations, Miami-Dade County finds it advantageous to contract with the District for the well installation. The District will design and construct the well at a cost to the County of approximately \$20,300. The resolution authorizes the County Manager to approve actual costs that exceed \$22,330 without further Board action. The County and the District deem it mutually advantageous to cooperate in this undertaking.

Approval of the attached resolution is respectfully requested.

Assistant County Manager

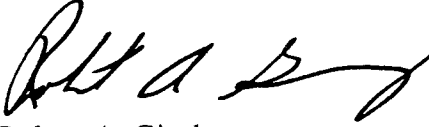


MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: October 7, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 16(A)(23)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 16(A)(23)
10-7-03

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER'S
ACTION OF EXECUTING AN AGREEMENT WITH THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR
THE CONSTRUCTION OF A MONITORING WELL AT THE
PENNSUCO WETLANDS WITH AN ESTIMATED COST OF
\$20,300

WHEREAS, this Board desires to accomplish the purposes
outlined in the accompanying memorandum, a copy of which is
incorporated herein by reference; and

WHEREAS, at the County Commission meeting of July 10, 2003
this Board adopted Resolution No. R-805-03 which authorized the
County Manager to administer County business during the period
of July 25, 2003 and conclude August 22, 2003 [Agenda Item No.
11(A)(1)]; such action(s) taken to be in accordance with the
policies and procedures established by the Board of County
Commissioners and be submitted to the Board for ratification at
the County Commission meeting of October 27, 2003,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board
ratifies the County Manager's action of executing an agreement
between Miami-Dade County and the South Florida Water Management
District (District) for the construction of a monitoring well by
the District for the County at the Pennsuco Wetlands, in
substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The
motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FOR MONITORING WELL
IN THE PENNSUCO WETLANDS

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between Miami-Dade County, a political subdivision of the State of Florida, (referred to as the "COUNTY"), and the South Florida Water Management District, an agency of the State of Florida (referred to as the "DISTRICT").

WHEREAS the DISTRICT requires the COUNTY to install a groundwater monitoring well on a DISTRICT owned parcel in the Pennsuco Wetlands located at theoretical N.W. 74th Street and 157th Avenue, for observation and recording of possible changes in groundwater levels that may occur as a result of the operation of the COUNTY's Northwest Wellfield, and

WHEREAS, the Miami-Dade Water and Sewer Department, referred to as the "Department", operates and maintains the COUNTY's water system, and

WHEREAS the DISTRICT is willing to assist the COUNTY in the installation of the monitoring well, and

WHEREAS the COUNTY is willing to reimburse the District for the cost to install the monitoring well, and

WHEREAS, the DISTRICT and the COUNTY desire to enter into this Agreement to provide for the installation of the monitoring well.

NOW THEREFORE, the COUNTY and the DISTRICT deem it mutually advantageous to cooperate in this undertaking, and hereby agrees as follows:

1. At the COUNTY's expense, the DISTRICT shall provide survey information and prepare construction plans and specifications for the Project and the Project will be constructed by DISTRICT forces.

2. Total cost of the project is estimated to be \$20,300 as shown on Exhibit "A". Costs shall be adjusted based on the District's actual costs. However, project costs in excess of \$22,330, shall require prior written approval by the County Manager or his designee. The COUNTY shall reimburse the DISTRICT for the final cost to design and construct the Project, including labor, materials, supplies, permit fees, vehicles, fringe benefits, overhead and other related costs, as appropriate.

3. The DISTRICT shall invoice the COUNY on a monthly basis as costs are

incurred. Upon approval of the District's invoice, payments shall be made by the COUNTY within thirty (30) days from the invoice date.

4. Upon completion of construction of the monitoring wells, the COUNTY shall be the sole and complete owner and shall assume full responsibility for maintenance of said monitoring well.

5. The DISTRICT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the DISTRICT or its employees, agents, servants, partners, principals or subcontractors. The DISTRICT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

6. The COUNTY does hereby agree to indemnify and hold harmless the DISTRICT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the DISTRICT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the DISTRICT from any liability or claim arising out of the negligent performance or failure of performance of the DISTRICT or any unrelated third party.

7. However, nothing contained herein is intended to create any liability on the COUNTY or the DISTRICT beyond the scope of Section 768.28, Florida Statutes, as currently in effect or lawfully hereafter amended in the future.

8. This Agreement shall terminate when the Project has been installed by the DISTRICT and the COUNTY has reimbursed the DISTRICT for the costs as indicated in Paragraph 3 above.

9. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate fees, from the other party.

10. This agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officials,
have executed these presents the date first written above.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Clerk

By: _____ (SEAL)
County Manager

ATTEST:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Name and Title

By: _____
Name and Title

Approved as to legal form and
sufficiency:



Assistant County Attorney

Approved as to legal form and
sufficiency:

Attorney for South Florida Water
Management District

Exhibit "A"

South Florida Water Management District
Nodarse & Associates, Inc. Project No. P02-G-074B
July 14, 2003

**COST ESTIMATE (Revised)
MONITORING WELL IN PENNSUCO
WASD - MIAMI DADE COUNTY
CERP CONTRACT #C-C19912P**

<u>Field Services</u>	<u>Cost</u>
• Mobilize Track Mounted Drilling Equipment and Crew	\$ 7,000.00
• Well Installation (2-Day Drilling Crew)	\$ 3,500.00
• Material and Labor (Build Platform - 6' x 6' Galvanized Steel Frame and Treated Wood Surface)	\$ 3,000.00
• Install Platform (1-Day/2-Man Crew and Equipment)	\$ 2,000.00
• Set 1 Monitoring Well	\$2000.00
• Contingency for Setting of 1 Monitoring Well @ 50%	\$1000.00*
<u>PROFESSIONAL SERVICES</u>	
• Coordinate Project (Project Engineer)	<u>\$ 1,800.00</u>
Estimated Total	\$20,300.00*

NOTES:

1. Scope of work as requested by WASD in the attached correspondence.
2. * Contingency for setting 1 Monitoring Well @ 50%.

cc: Art Sengupta, P.E.
South Florida Water Management District